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 7 CONTRACTING, INC. and STEVEN J.  
 WEAVER

8 **UNITED STATES DISTRICT COURT**  
 9 **NORTHERN DISTRICT OF CALIFORNIA**

10  
 11 JOSE MORENO as CHAIRMAN and  
 12 LARRY TOTTEN as CO-CHAIRMAN  
 13 of the BOARD OF TRUSTEES FOR  
 14 THE LABORERS HEALTH AND  
 15 WELFARE TRUST FUND FOR  
 16 NORTHERN CALIFORNIA;  
 17 LABORERS VACATION-HOLIDAY  
 18 TRUST FUND FOR NORTHERN  
 19 CALIFORNIA; LABORERS PENSION  
 20 TRUST FUND FOR NORTHERN  
 21 CALIFORNIA; and LABORERS  
 22 TRAINING AND RETRAINING  
 23 TRUST FUND FOR NORTHERN  
 24 CALIFORNIA,  
 25  
 26 Plaintiffs,  
 27  
 28 vs.

1 S. J. WEAVER CONTRACTING, INC.,  
 2 a California corporation; and STEVEN J.  
 3 WEAVER, an Individual,

4 Defendant.

5 **CASE NO. C-04-4699 SI**

6 Assigned to Hon. Susan Illston for all  
 7 purposes.

8 **STIPULATION AND [PROPOSED]**  
 9 **PROTECTIVE ORDER RE**  
 10 **PRODUCTION OF DOCUMENTS**

11 Complaint Filed: 11/04/04  
 12 Voluntary Petition Filed: 05/10/05

13  
 14 IT IS HEREBY STIPULATED by and between JOSE MORENO as  
 15 CHAIRMAN and LARRY TOTTEN as CO-CHAIRMAN of the BOARD OF  
 16 TRUSTEES FOR THE LABORERS HEALTH AND WELFARE TRUST FUND  
 17 FOR NORTHERN CALIFORNIA; LABORERS VACATION-HOLIDAY TRUST  
 18 FUND FOR NORTHERN CALIFORNIA; LABORERS PENSION TRUST FUND

1 FOR NORTHERN CALIFORNIA; and LABORERS TRAINING AND  
 2 RETRAINING TRUST FUND FOR NORTHERN CALIFORNIA ("Plaintiffs or  
 3 the "Trust Funds"), through their attorneys of record, Stanton, Kay & Watson, LLP,  
 4 by James P. Watson, and STEVEN J. WEAVER ("Mr. Weaver"), through his  
 5 attorneys of record, Atkinson, Andelson, Loya, Ruud & Romo, by Thomas W.  
 6 Kovacich, as follows:

7 1. Plaintiffs filed a Complaint on November 5, 2004 for breach of an  
 8 alleged collective bargaining agreement between S.J. Weaver Contracting, Inc.  
 9 ("SJW") and the Northern District Council of Laborers (the "Union"). The  
 10 Complaint also sought damages against Mr. Weaver, alleging that he and SJW  
 11 constituted a "single employer" and was therefore also bound to the terms and  
 12 conditions of the collective bargaining agreement.

13 2. On May 10, 2005, SJW filed a voluntary petition seeking federal  
 14 bankruptcy protection.

15 3. On May 13, 2005, SJW gave notice to the Court and Plaintiffs of the  
 16 bankruptcy petition.

17 4. On June 3, 2005, the Court granted Mr. Weaver's Motion to Set Aside  
 18 Default Judgment.

19 5. Plaintiffs still seek to enforce the terms and conditions of the collective  
 20 bargaining agreement against Mr. Weaver.

21 6. On June 17, 2005, Mr. Weaver filed his Answer to the Complaint  
 22 denying Plaintiffs various allegations and raising additional affirmative defenses.

23 7. On July 27, 2005, the Court held a Case Management Conference,  
 24 wherein the Court directed Plaintiffs to conduct the deposition of Steven Weaver in  
 25 October 2005, in order to determine if there was any basis for continuing to include  
 26 him in the lawsuit as an individual defendant. The Court directed that Mr. Weaver  
 27 should file a summary judgment motion following the deposition, on or before  
 28 November 4, 2005, with a hearing date of December 9, 2005, should Plaintiffs be

1 unwilling to dismiss him as an individual defendant following his deposition.

2 8. Plaintiffs have served extensive written documents requests on Mr.  
 3 Weaver, and the parties have agreed that Mr. Weaver's deposition will take place  
 4 on October 7, 2005.

5 9. Mr. Weaver contends that the records requested by the Trust Funds  
 6 contain SJW's and Mr. Weaver's private, confidential, proprietary and trade secret  
 7 information. (Mr. Weaver also contends that the records are vastly overbroad and  
 8 objects that he be required to produce voluminous records of the now-defunct  
 9 corporation, SJW, at his own considerable time and expense.) However, Mr.  
 10 Weaver is willing to make certain responsive documents available for Plaintiffs to  
 11 review and copy in accordance with the terms of this Stipulation.

12 10. Plaintiffs have therefore agreed that the documents produced by Mr.  
 13 Weaver shall be produced and used expressly for the purposes of determining  
 14 whether Plaintiffs have a viable claim against Mr. Weaver in the instant lawsuit.  
 15 Plaintiffs agree that they will not utilize the information for any other purposes or  
 16 outside of this litigation. Plaintiffs also agree that they will not cause any  
 17 information from these records to be distributed to any parties other then Plaintiffs'  
 18 counsel.

19 11. Within thirty (30) days after the conclusion of this lawsuit, counsel for  
 20 the Trust Funds shall promptly return to Mr. Weaver all documents and copies  
 21 produced pursuant to this stipulation.

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1 DATED: September \_\_\_\_, 2005 STANTON, KAY & WATSON, LLP  
2

3 By:/s/  
4 James P. Watson, Esq.  
5 Attorneys for Plaintiffs  
6

7 DATED: September \_\_\_\_, 2005 ATKINSON, ANDELSON, LOYA, RUUD &  
8 ROMO  
9

10 By: /s/  
11 Thomas W. Kovacich  
12 Christopher S. Milligan  
13 Attorneys for S. J. WEAVER  
14 CONTRACTING, INC. and STEVEN J.  
15 WEAVER  
16

17 **[PROPOSED] ORDER**  
18

19 IT IS SO ORDERED.  
20

21 DATED: \_\_\_\_\_  
22



ATKINSON, ANDELSON, LOYA, RUUD & ROMO  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

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